

THIS INDENTURE, made by and between John H. Chalmers and wife, Joni M. Chalmers

party of the first part: FAA Federal Credit Union party of the second part, as Trustee; and
G. Don Cowan

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 12, Timber Lake Subdivision, situated in Section 4, Township 2 South, Range 7 West, in the County of DeSoto, State of Mississippi, as recorded in Plat Book 28, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This being the same property conveyed to John H. Chalmers and wife Joni M. Chalmers, as joint tenants with full rights of survivorship and not as tenants in common, from Lance Alan Smith, by deed recorded in Deed Book 219, Page 347A, in the Chancery Clerk's Office of DeSoto County, Mississippi.

PARCEL NO: 2072-0406.0-00012.00

PROPERTY ALSO KNOWN AS: 5265 Windy Ridge Cove, Southaven, Mississippi

STATE OF MISSISSIPPI

JUN 7 2 40 PM '95

BK 766 PG 320
 W.E. DAVIS, CH. CLK.
W. E. Davis

This conveyance is made in trust, however, to secure the payment of \$ 375.38 evidenced by the following promissory notes of even date herewith: executed by John H. Chalmers and wife, Joni M. Chalmers, payable to the order of FAA Federal Credit Union in the amount of Twenty-five Thousand Nine Hundred Eighty dollars and 88/100 (25980.88), with interest and all other charges for the loan at the rate of 7.9% per annum payable in bi-weekly installments of Three Hundred Seventy-five dollars and 38/100 (375.38) each. The first installment is to be made on June 20, 1995 and a like payment every other week thereafter until paid in full.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
880 PAGE 570

THIS 10th DAY OF Jan, 1997

W. E. Davis
 CHANCERY CLERK
W. E. Davis

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 30th day of May, 1995

John H. Chalmers
 John H. Chalmers

Joni M. Chalmers
 Joni M. Chalmers

551044 6/7

STATE OF Tennessee
COUNTY OF Shelby } ss.

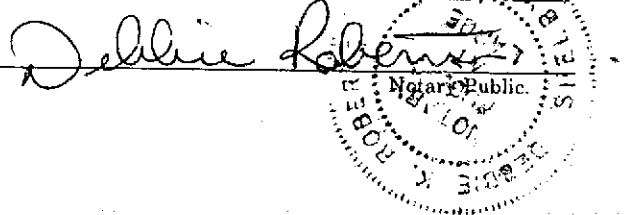
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
John H. Chalmers and wife, Joni M. Chalmers

who acknowledged that he Y signed and delivered the foregoing trust deed on the day and year therein mentioned as
voluntary act and deed.

Given under my hand and seal this the 30th day of May

MY COMMISSION EXPIRES FEB. 9, 1999

My Commission expires: _____



Grantor's Mailing Address
John and Joni Chalmers
5265 Windy Ridge Cove
Southaven, MS 38671

This instrument prepared by:
FAA Federal Credit Union
PO Box 18178
Memphis, Tn 38181-0178

Return to:
MID-AMERICA TITLE AGENCY, INC.
993 CORDOVA STATION AVENUE
CORDOVA, TENN 38018-2136

0111pd
Rm 101

Compliments of
Mid South Title Insurance Corporation
One Commerce Square
Memphis, Tennessee

TRUST DEED

FROM

TO

FOR THE USE OF

Trustee

STATE OF MISSISSIPPI

County of _____

} ss.

I, _____ Clerk

of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the _____
day of _____ A.D. 19____,
at _____ o'clock _____ M., and has been this day
duly recorded in Trust Deed Record _____
Page _____

WITNESS my hand and official seal, this

_____ day of _____ 19____.

Clerk.

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.